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Jeffrey P. Loughridge  
10328 Berkeley Manor Drive  
Mechanicsville, VA 23111

April 29, 1996

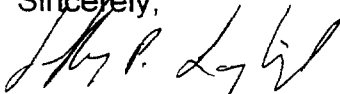
Office of the Secretary  
Federal Communications Commission  
1919 M Street, NW  
Washington, DC 20554

DOCKET FILE COPY ORIGINAL

Dear Sir/Madam,

Enclosed please find an original and eleven copies of my comments concerning the Notice of Proposed Rulemaking, affecting local regulations with regard to reception of over the air, MMDS, and DBS video services

Sincerely,

  
Jeffrey P. Loughridge

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**COMMENTS IN FAVOR OF PROPOSED RULE CHANGES AFFECTING  
RESTRICTIONS THAT IMPAIR A VIEWERS ABILITY TO RECEIVE  
VIDEO PROGRAMMING**

I am a homeowner and I write in strong support of the proposed rule change prohibiting enforcement of restrictive covenants, encumbrances, homeowners' association rules, et al, that impair a viewers ability to receive over the air video, MMDS, or DBS signals. While I am specifically in favor of changes for over the air broadcast and DBS dishes, and will address those in detail, I am submitting these comments in favor of the changes in their entirety.

I have long held the belief that these restrictions unfairly limit a viewers right to receive information on the public airwaves. In neighborhoods that enforce these restrictions, it also creates a captive market for cable companies. The proliferation of operators providing alternative signal delivery methods such as MMDS and DBS now allow multiple choices for consumers. Neighborhoods with restrictive

covenants deny residents the ability to make this choice by prohibiting outdoor antennas, thereby continuing to allow cable service as the only choice.

One year ago, I tried to work within the system of my homeowners association, the Kings Charter Homeowners Association, to allow DBS dishes. The restrictive covenants prohibit outdoor antennas of any kind; and specifically prohibit satellite dishes, with no regard to size. A proposal to change the covenants to allow DBS dishes was put on the ballot for our Annual Meeting last year. There were several other non-covenant related issues on the ballot, and in every case they passed with a clear majority of those voting. While receiving the same clear majority, my proposal failed because their rules require ninety percent of the homeowners to vote, and further require ninety percent of those voting to vote Yes to change a restrictive covenant.

The argument may be made that people who feel as I do about these restrictions should simply avoid neighborhoods that use them. However, the concept of restrictive covenants is not inherently bad. I was fully aware of them when I chose this neighborhood in 1989, and was willing to surrender a limited amount of my private property rights for our mutual good. In fact, I would not like a 3.8 meter satellite dish in my yard, or one of my neighbors.

However, many like myself assumed we could change these rules as technology and market forces dictated.

When our restrictive covenants were written in 1989, DBS was in its infancy. The technology was still being developed. To attorneys writing restrictive covenants, it was unknown. The problem is the unwillingness of homeowners' associations to give up any of their control over the homeowners, even when it is in the best interest of the community. Refusing to modify or eliminate restrictions to accommodate changes in technology will lock these communities in a technological time warp. In twenty years they will be the neighborhood equivalent of Bell Bottom pants and platform shoes.

The managing agent of my homeowners' association tells me their national organization is encouraging the FCC to include language that allows them some latitude in requiring screening around dishes and antennas, to protect the aesthetic nature of a neighborhood. Their compulsion to maintain firm control over homeowners at any cost is evidenced by their very desire to circumvent the explicit intent of section 207 of the Telecommunications Act of 1996. In section 207, Congress has determined the public interest is best served by "...regulations to prohibit restrictions that impair a viewers ability to receive video programming

services through devices designed for over the air reception of television broadcast signals, multichannel multipoint distribution service, or direct broadcast satellite services.” The homeowners’ association lobby is in no way concerned with the public interest. Their concern is their own self interest, and any and all proposals on their behalf to circumvent the intent of section 207 should be summarily dismissed.

In the proposed rules, the use of the word “impairs” is sufficiently vague as to allow a homeowners’ association the latitude to require landscaping, screening, or covering of a dish or antenna, so long as the signal is not “impaired.” In many cases, this can well exceed the cost of the system being installed. An acquaintance disguised their dish with a fiberglass cover. There is a noticeable reduction in signal strength with the cover in place. It is not enough to impair reception during good weather, but the signal is completely gone during light rain. This is presumably due to the “sheeting” of the water on the surface of the fiberglass, and the resulting diffusion of the signal. With the dish uncovered and fully exposed, they experience no signal outages in the heaviest rain.

In closing, I would strongly urge both the International and Cable Services Bureaus to resist the homeowners’ association lobbys’ efforts to water down this very positive change in the rules. For clarity, I would urge a

definition of the word "impair" as it is used in these proposed rules, to include "any reduction in signal strength at a receive site, when compared to that of a fully exposed, optimally placed dish or antenna." Additionally, I encourage language that would prohibit a homeowners' association from requiring any type of screening or landscaping that exceeds ten percent of the cost of the individual item being shielded.

A handwritten signature in black ink, appearing to read "M. J. Lytle".